



## Hold Harmless Agreement

Thank you for agreeing to exhibit at the upcoming continuing education (CE) event listed below. We look forward to your participation. This education activity is independent from exhibitors, and commercial support does not result in commercial bias or commercial influence in the education. The exhibitor support does not establish a financial relationship between the exhibitor company, planners, faculty, and others in control of education content. Duke Continuing Education will remain in compliance with the ACCME Standards for Integrity and Independence, including the following guidelines from Standard #4, Appropriate Management of Associated Commercial Promotion:

- Duke Continuing Education must make all decisions regarding receipt and disbursement of commercial support.
  - Exhibitors and ineligible companies must not pay directly for any of the expenses related to the education or the learners.
  - Duke Continuing Education may use commercial support to fund honoraria or travel expenses of planners, faculty, and others in control of content for those roles only.
  - Duke Continuing Education must not use commercial support to pay for travel, lodging, honoraria, or personal expenses for individual learners or groups of learners in accredited education.
  - Duke Continuing Education may use commercial support to defray or eliminate the cost of the education for *all* learners.
  - The terms, conditions, and purposes of the commercial support are documented in this agreement between the company and Duke Continuing Education.
  - Duke Continuing Education will keep record of commercial support received and how it was used, and must produce that accounting, upon request, by the accrediting body or by the ineligible company that provided the commercial support.
  - Duke Continuing Education must disclose to the learners the name(s) of the ineligible company(ies) that gave the commercial support, and the nature of the support if it was in-kind, prior to the learners engaging in the education.
- \*Disclosure must not include the ineligible companies' corporate or product logos, trade names, or product group messages.*

In connection with your participation, please sign this letter to acknowledge that you agree to hold Duke University Health System harmless from any liability, damages, or costs (including reasonable attorneys' fees) that may arise as a result of your exhibition at this event. Without limiting the breadth of this hold harmless agreement, you acknowledge that it shall extend to include the loss, damage, or theft of any equipment or materials you bring to the event site as well as injuries that you, your employees or agents may incur.

Sincerely,

\_\_\_\_\_  
Duke Contact Name

\_\_\_\_\_  
Duke Department & Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

**I acknowledge and agree to the hold harmless provisions set forth in this letter.**

Event Name: \_\_\_\_\_

Event Date: \_\_\_\_\_

Exhibit Fee: \_\_\_\_\_

*\* Before the event date, please pay the hosting department within Duke University. Be advised that there are FDA restrictions on the promotion of investigational and pre-approved drugs and devices.*

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_